



BancBoston Leasing

RECORDATION NO. 18040-E

FILED 1425

APR 16 1993 3-15 PM

April 13, 1993 INTERSTATE COMMERCE COMMISSION

The Honorable Noretta R. McGee
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, DC 20423

Dear Ms. McGee:

We have enclosed an original and one certified copy of the secondary document described below to be recorded pursuant to Section 11303 of Title 49 of the United States Code. This original document consists of:

Exhibit A - Equipment Schedule No. 7
Exhibit B - Certificate of Acceptance
Exhibit A (to Master Lease Agreement applicable to Schedule No. 7) - Stipulated Loss Values

The primary document was recorded on December 11, 1992 at 3:20 PM, Recordation No. 18040.

A fee of \$16.00 is enclosed. Please return the original document after recordation to BancBoston Leasing Inc., 100 Federal Street, Boston, Massachusetts 02110.

Very truly yours,

BancBoston Leasing Inc.

By

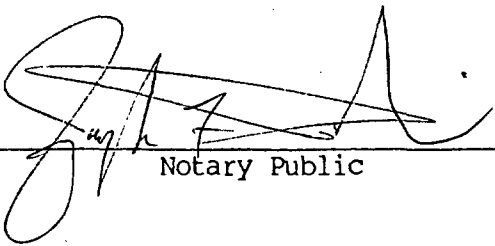

James D. Tighe
Vice President

Enclosures

JDT:dlp

P.S. If you have any questions, please call me at 617-434-8388.

This is certified to be a true copy of the original document.



Notary Public

My commission expires on 12-12-97

RECORDATION NO. 18040-4 FILED 1425

APR 16 1993 3:15 PM

INTERSTATE COMMERCE COMMISSION



BancBoston Leasing

a BANK OF BOSTON company

RECORDATION NO. 18042 F FILED 1425

APR 16 1993 3-15 PM

INTERSTATE COMMERCE COMMISSION
EQUIPMENT SCHEDULE NO. 7

EXHIBIT A

This Equipment Schedule No. 7 is hereby made a part of the MASTER LEASE AGREEMENT dated as of November 17, 1992 between BancBoston Leasing Inc., as Lessor, and Helm Financial Corporation, as Lessee.

1. EQUIPMENT DESCRIPTION (including quantity, model/feature, identification and/or serial number):

Refurbishing for railcars:

(10) 4000 cubic foot capacity covered hopper railcars

SIRX400026
SIRX400027
SIRX400025
SIRX400029
SIRX400066
SIRX400064
SIRX400065
SIRX400028
SIRX400063
SIRX400024

For purpose of Section 13 of Master Lease Agreement dated November 17, 1992 it is the intention of both Lessor and Lessee that Equipment Schedule #1 and Equipment Schedule #7 are to be defined as one Equipment Schedule.

2. ACQUISITION COST: \$25,889.04

3. LEASE TERM: 81 months

4. MONTHLY RENT: \$377.20 ☒ in advance/☐ in arrears

5. RECOVERY PERIOD: 7 Years

6. INSTALLATION SITE: 120 West Market Street
Address

<u>Troy</u>	<u>Madison</u>	<u>Illinois</u>	<u>62294</u>
City	County	State	Zip Code

LESSOR:

BancBoston Leasing Inc.

By [Signature]

Title Vice President

LESSEE:

Helm Financial Corporation

By [Signature]

Title President



BancBoston Leasing

a BANK OF BOSTON company

EXHIBIT A

STIPULATED LOSS VALUES

With reference to the Rider No 1 (the "Rider") as applicable to the Equipment set forth on Equipment Schedule No. 7, Lessor and Lessee agree that the Stipulated Loss Value shall mean the product obtained by multiplying the Acquisition Cost of the Equipment terminated pursuant to the Rider by the appropriate percentage for the Stipulated Loss Payment Date.

STIPULATED LOSS PAYMENT DATE	PERCENTAGE	STIPULATED LOSS PAYMENT DATE	PERCENTAGE
01-Apr-93	104.2816	01-Oct-95	76.2204
01-May-93	103.4285	01-Nov-95	75.1994
01-Jun-93	102.5698	01-Dec-95	74.1736
01-Jul-93	101.7059	01-Jan-96	73.1429
01-Aug-93	100.8370	01-Feb-96	72.1073
01-Sep-93	99.9625	01-Mar-96	71.0669
01-Oct-93	99.0829	01-Apr-96	70.0242
01-Nov-93	98.1982	01-May-96	68.9766
01-Dec-93	97.3079	01-Jun-96	67.9268
01-Jan-94	96.4125	01-Jul-96	66.8722
01-Feb-94	95.5121	01-Aug-96	65.8130
01-Mar-94	94.6063	01-Sep-96	64.7515
01-Apr-94	93.6921	01-Oct-96	63.6854
01-May-94	92.7728	01-Nov-96	62.6146
01-Jun-94	91.8451	01-Dec-96	61.5417
01-Jul-94	90.9123	01-Jan-97	60.4642
01-Aug-94	89.9744	01-Feb-97	59.3823
01-Sep-94	89.0281	01-Mar-97	58.2968
01-Oct-94	88.0767	01-Apr-97	57.2112
01-Nov-94	87.1203	01-May-97	56.1211
01-Dec-94	86.1555	01-Jun-97	55.0308
01-Jan-95	85.1856	01-Jul-97	53.9361
01-Feb-95	84.2108	01-Aug-97	52.8372
01-Mar-95	83.2294	01-Sep-97	51.7382
01-Apr-95	82.2430	01-Oct-97	50.6349
01-May-95	81.2516	01-Nov-97	49.5275
01-Jun-95	80.2552	01-Dec-97	48.4201
01-Jul-95	79.2539	01-Jan-98	47.3086
01-Aug-95	78.2477	01-Feb-98	46.1931
01-Sep-95	77.2365	01-Mar-98	45.0754

BancBoston Leasing Inc.

By: 

Title: 

Helm Financial Corporation

By: 

Title: President

**BancBoston Leasing**

A BANK OF BOSTON company

EXHIBIT A**STIPULATED LOSS VALUES**

With reference to the Rider No 1 (the "Rider") as applicable to the Equipment set forth on Equipment Schedule No. 7, Lessor and Lessee agree that the Stipulated Loss Value shall mean the product obtained by multiplying the Acquisition Cost of the Equipment terminated pursuant to the Rider by the appropriate percentage for the Stipulated Loss Payment Date.

**STIPULATED LOSS
PAYMENT DATE****PERCENTAGE**

01-Apr-98	43.9579
01-May-98	42.8365
01-Jun-98	41.7155
01-Jul-98	40.5907
01-Aug-98	39.4621
01-Sep-98	38.3340
01-Oct-98	37.2023
01-Nov-98	36.0670
01-Dec-98	34.9324
01-Jan-99	33.7943
01-Feb-99	32.6528
01-Mar-99	31.5098
01-Apr-99	30.3678
01-May-99	29.2225
01-Jun-99	28.0783
01-Jul-99	26.9311
01-Aug-99	25.7808
01-Sep-99	24.6318
01-Oct-99	23.4800
01-Nov-99	22.3254
01-Dec-99	21.1723
01-Jan-2000	20.0000

**STIPULATED LOSS
PAYMENT DATE****PERCENTAGE****BancBoston Leasing Inc.**

By: _____

Title: _____

Helm Financial Corporation

By: _____

Title: _____

President



BancBoston Leasing

a BANK OF BOSTON company

EXHIBIT B

CERTIFICATE OF ACCEPTANCE

To: BancBoston Leasing Inc.
100 Federal Street
Boston, Massachusetts 02110

Pursuant to the MASTER LEASE AGREEMENT dated as of November 17, 1992 (the "Lease Agreement") between BancBoston Leasing Inc. (the "Lessor") and the undersigned (the "Lessee"), the equipment described on Equipment Schedule No. 7 (the "Equipment") has been delivered to the location set forth in such Equipment Schedule, has been tested and inspected by Lessee, and has been found to be in good repair and working order.

The Equipment has been accepted and placed in service by Lessee for all purposes under the Lease Agreement on March 9, 1993 (the "Commencement Date").

Lessee represents, warrants and covenants that: (a) as of the Commencement Date, all representations set forth in Section 18 of the Lease Agreement apply to the Equipment accepted hereunder; (b) in the event of a sale and leaseback of the Equipment, neither Lessee nor any member of its Affiliated Group as defined in the Lease Agreement has made or will make any election under the Internal Revenue Code of 1986, as amended (the "Code") affecting the depreciation of the Equipment or of any class of property which would apply to the Equipment after the sale of the Equipment to Lessor by Lessee; (c) in the event of a sale and leaseback of the Equipment, the Equipment will not constitute property placed in service in a churning transaction within the meaning of Section 168(f)(5) of the Code; (d) neither Lessee nor any member of its Affiliated Group filing a consolidated Federal income tax return will take any deduction for recovery of the cost of the Equipment; (e) the Equipment has been placed in service under the Lease Agreement on the Commencement Date; and (f) neither Lessee nor any member of its Affiliated Group has any investment in the cost of the Equipment.

The execution of this Certificate of Acceptance by Lessee shall not be construed, in any way, to release or to waive the obligations of any manufacturer or supplier for any warranties with respect to the Equipment.

This Certificate of Acceptance applicable to Equipment Schedule No. 7 shall constitute a part of the Lease Agreement.

IN WITNESS WHEREOF Lessee, by its duly authorized officer or agent, has executed and delivered this Certificate of Acceptance which is intended to take effect as a sealed instrument.

Helm Financial Corporation

By [Signature]

Title President